

EXHIBIT 2

Patrick Macias

From: "Patrick Macias" <pmacias@rflawllp.com>
To: "David S Harris" <dsh@northbaylawgroup.com>
Cc: "Bruce Abbott" <bruceabbott@sbcglobal.net>; "Alan Harris" <law@harrisandruble.com>; "Sarah N. Leger" <sleger@rflawllp.com>
Sent: Tuesday, August 07, 2007 5:08 PM
Attach: Arbitration provision - Spanish.pdf; Arbitration provision - English.pdf
Subject: Perez v. Maid Brigade

David:

Thanks for returning my call today. Per your request, I am copying Alan Harris with this message. Please let me know if I do not have his correct email address.

As I mentioned, we have confirmed that we will be representing BMJ LLC in the above matter. Per our conversation, I am attaching a copy of that portion of the Employment Agreement Virginia Perez signed on December 20, 2002, which includes an arbitration provision with regard to any disputes arising out of Ms. Perez' employment with BMJ.

I am attaching the document she signed, in Spanish, along with the English language version of the document.

In light of this document, the Federal Court action should be stayed pending binding arbitration of Ms. Perez' claims. Please advise whether you will stipulate to a stay and a reference to binding arbitration.

We will appreciate a response at your earliest convenience, and by Thursday morning if possible, as we will prepare and file a motion in this regard if necessary.

Thanks for your continuing cooperation. I look forward to meeting you personally.

Patrick M. Macias
RAGGHIANI FREITAS LLP
874 Fourth Street
San Rafael, CA 94901
Telephone (415) 453-9433, ext. 120
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8/13/2007

H. Acuerdo Alternativo De Resolución de Disputas

<p>I. En el evento en el cual yo crea que Maid Brigade ha violado alguno de mis derechos legales derivados de mi empleo , o de la terminacion del mismo , Estoy de acuerdo con someter todas y cada una de las disputas a arbitramiento y a no presentar demandas legales alegando la violación de mis derechos. El arbitramiento será conducido de acuerdo con las reglas y procedimientos provistos en este acuerdo y a las reglas de la "American Arbitration Association" si no estan en conflicto con este acuerdo. Yo entiendo y estoy de acuerdo con que en cualquier procedimiento de arbitramiento, el arbitro tendrá en cuenta siempre de que mi empleo con Maid Brigade esta basado en el principio voluntario y por lo cual puedo ser despedido en cualquier momento, por cualquier razón y sin aviso previo. Tambien entiendo que el arbitro llegara a una decisión basado en estos mismos principios.</p> <p>II. Las clases de disputas cobijadas por esta política incluyen, pero estan limitadas a las siguientes:</p> <p>A. Reclamaciones por discriminacion laboral , incluyendo reclamos basados en la raza, género, orientación sexual, color, nacionalidad de origen, religion, incapacidad,condicion médica o fisica, edad, conducta fuera del empleo, estado marital, o cualquiera otra protegida por las leyes Federales o Estatales, asi como violaciones a cualquier ley federal o estatal, incluyendo el acto de seguridad de ingreso del pensionado" Employee Retirement Income Security Act (ERISA)"</p> <p>B. Reclamaciones de la ley civil, contractual; y</p> <p>C.Reclamaciones por compensacion laboral</p> <p>III. Este procedimiento sera usado por el empleado solo en el caso de que todos los procedimientos de manejo de la querella hayan sido agotado sin solución satisfactoria para el empleado.</p> <p>IV. Esta política incluye el fuero exclusivo para solucion de la disputa y es supuesto a ser final y aceptado por todas las partes involucradas.</p> <p>Fecha <u>12/20/02</u> Firma del empleado: <u>VIRGINIA PEREZ</u></p>

H. Alternative Dispute Resolution Agreement

- I. In the event I believe that Maid Brigade has violated any of my legal rights arising out of my employment, or termination thereof, I agree to submit any and all such disputes to binding arbitration and not to file a lawsuit alleging a violation of my legal rights. Arbitration will be handled in accordance with the rules and procedures provided in this Agreement and the rules of the American Arbitration Association, where not in conflict with this Agreement. I understand and agree that in any arbitration proceeding, the arbitrator(s) will rule that my employment with Maid Brigade is "at will" and that I can be dismissed at any time, for any reason without notice. I also understand that the arbitrator(s) will reach a ruling based upon these principles.
- II. Categories of disputes covered by this policy include, but are not limited to:
- A. Claims of employment discrimination, including claims based on race, gender, sexual orientation, color, national origin, religion, disability, medical or physical condition, age, off-duty conduct, marital status, or any protected status under Federal or State laws, and violations of any Federal or State laws, including the Employee Retirement Income Security Act (ERISA);
 - B. Common law claims, including contract and tort claims; and
 - C. Worker's compensation claims.
- III. This process may be used by an employee only when the Company's grievance procedure has been exhausted, and the dispute is not resolved to the employee's satisfaction.
- IV. This policy includes the exclusive forum for dispute resolution and is intended to be final and binding on all parties.

Date: _____ Employee Signature: _____

Patrick Macias

From: "Patrick Macias" <pmacias@rflawllp.com>
To: "Alan Harris" <aharris@harrisandruble.com>
Cc: "Sarah N. Leger" <sleger@rflawllp.com>; "David S Harris" <dsh@northbaylawgroup.com>; "Dave Zelenski" <dzelenki@harrisandruble.com>; "Bruce Abbott" <bruceabbott@sbcglobal.net>
Sent: Thursday, August 09, 2007 10:01 AM
Attach: Employment Docs - English.pdf; Signed employment docs.pdf
Subject: Perez v. Maid Brigade

Gentlemen:

I am attaching those of Virginia Perez' signed employment documents that we have been able to gather as of this time, along with their English language versions.

We renew our request for a stipulation to stay the federal action and for reference to binding arbitration under the AAA rules. Please advise today.

Patrick M. Macias
RAGGHIANI FREITAS LLP
874 Fourth Street
San Rafael, CA 94901
Telephone (415) 453-9433, ext. 120
Mobile (415) 308-0447
Facsimile (415) 453-8269
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8/13/2007

Note: Because this form must be customized for every state, it was not translated into Spanish.

A. Non-Compete Agreement (must be customized for your State)

AGREEMENT made this _____ day of _____, 20____ by and between _____ Corporation Name _____ with its principal address at _____, City _____, State _____, Zip Code _____, (EMPLOYER),
AND
<u>VIRGINIA PEREZ</u> Name <u>78 Novato St 36</u> of <u>San Rafael</u> Address <u>94901</u> ("EMPLOYEE");
WITNESSETH:
WHEREAS, EMPLOYEE, an employee of EMPLOYER, is employed as a team member with duties and responsibilities of checking equipment, loading supplies and cleaning customer homes; and,
WHEREAS, EMPLOYEE acknowledges that EMPLOYER'S business and list of EMPLOYER'S customers and mailing lists are a valuable, special and unique asset of EMPLOYER'S business; and,
WHEREAS, EMPLOYER would be irreparably injured and the value of the business assets of said business would be irreparably damaged if EMPLOYEE were to disclose any of the confidential information concerning said business, or if EMPLOYEE were to enter into any business activity in competition with EMPLOYER while employed or after termination of employment with EMPLOYER; and,
WHEREAS, it is the desire of EMPLOYER to restrict EMPLOYEE from competing with or becoming interested in any competitor of EMPLOYER.
NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter provided, and intending to be legally bound hereby, EMPLOYER and EMPLOYEE hereby covenant, promise and agree as follows:
I
NONCOMPETITION
A. EMPLOYEE agrees that:
1. During EMPLOYEE'S term of employment with EMPLOYER, EMPLOYEE will not compete in any way with EMPLOYER, and will not have any interest in any business, person, or other entity, as an employee, officer, consultant or otherwise, which provides similar services or which competes with EMPLOYER, in any aspect of the business of EMPLOYER.
2. During the period of two (2) years following termination of employment with EMPLOYER, EMPLOYEE will not compete in any way with EMPLOYER, and will not have any interest in any business, person, or other entity, whether as employee, officer, or otherwise, which provides similar services or which competes in any aspect of the business of EMPLOYER, at any location within fifty (50) miles of any geographical area designed by EMPLOYER'S client area.
B. EMPLOYEE hereby represents that she has read and fully understands her duties and obligations as set forth herein and that such duties and obligations would not restrict her legitimate efforts to earn a livelihood following termination of her employment with EMPLOYER.
II
TERMINATION OF EMPLOYMENT

A. If EMPLOYER terminates EMPLOYEE with or without cause, the termination shall not affect the covenants and representations of EMPLOYEE under this Agreement. Therefore, EMPLOYEE will be bound by the terms and conditions of this Agreement upon termination of employment.

B. If EMPLOYEE terminates her employment with or without cause from EMPLOYER, the termination of employment shall not in any way affect the covenants and representations of EMPLOYEE under this Agreement.

III

MISCELLANEOUS

A. This Agreement shall be binding upon the EMPLOYEE, her heirs and legal representatives and shall be binding upon and inure to the benefit of EMPLOYER, its successors and assigns.

B. This Agreement Shall be governed by the laws of the Cal. State _____.

C. Any notices required or permitted by this Agreement shall be sent by EMPLOYER by certified mail, postage prepaid, to EMPLOYEE'S then-current residential address as shown in the employment records of EMPLOYER and if sent by the EMPLOYEE by certified mail, postage prepaid, to the offices of EMPLOYER.

D. The waiver by EMPLOYER of a breach by EMPLOYEE of any provision or covenant of this Agreement shall not operate or be construed as a waiver of any subsequent breach by EMPLOYER.

E. The captions of the paragraphs and provisions of this Agreement are for convenience only and shall not affect the meaning of this Agreement or any of the provisions hereof.

This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter and may be amended only in writing signed by each of the parties hereto. All prior discussions or agreements with respect to said subject matter are superseded by this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first above written.

Date 12/20/02 Employee's Signature VIRGINIA PEREZ

D. Política de Uniformes

El uniforme apropiado debe ser llevado a toda hora durante el día de trabajo en Maid Brigade.

Los siguientes son los diferentes tipos de uniformes aprobados:

- Camiseta tipo polo con logo- blanca o azul
- Pantalón de polyester/algodón - khaki o azul o -
- Shorts o pantaloneta de polyester/algodón - Khaki o azul de buen gusto y que lleguen a la rodilla.
- Delantal tipo Cobbler - khaki o azul- o -
- Delantal tipo Carpintero - khaki o azul- o -
- Blusa tipo Oxford - (no requiere camisa tipo polo)
- Zapato cerrado de suela suave (tipo tenis o sneakers)
- Ningún accesorio debe ser usado en la cabeza diferente a los gorros de Maid Brigade.
- Entiendo que mi uniforme está bajo mi cuidado, y que debe estar limpio todos los días

Al renunciar o terminarse mi empleo, entiendo que no recibiré mi pago final hasta que haya regresado los uniformes en buenas condiciones. Autorizo a Maid Brigade para deducir el costo de mis uniformes si no los devuelvo en condiciones de uso aceptables.

Si fallo de usar el uniforme aprobado por Maid Brigade, las siguientes sanciones progresivas se aplicarán:

- Primera ofensa – será regresada a casa o recibiré una advertencia escrita y recibiré un uniforme prestado por el día a un costo de \$2.00 (sujeto a disponibilidad).
- Segunda ofensa – será regresada a casa y/o recibiré una advertencia escrita y recibiré un uniforme prestado por el día a un costo de \$2.00 (sujeto a disponibilidad).
- Tercera ofensa- 2 días de suspensión, sin pago.
- Cuarta Ofensa – despido o terminación del trabajo.

Mi firma en este documento confirma mi entendimiento de la política de uniforme de Maid Brigade.

Fecha 12/20/02 Firma del empleado VIRGINIA PEREZ

G. Forma De Aceptación del Manual del Empleado(Team Member Handbook)

(to be given to the Team Member on Orientation Day - this signed form is due back to the Manager within 5 business days of employment)

He recibido o tengo acceso al manual del empleado de Maid Brigade (Team Member Handbook). Lo he leído . Entiendo sus disposiciones. Me ha sido dada una oportunidad para discutir las preguntas o inquietudes que pueda tener acerca del manual del empleado con el gerente o supervisor .Y entiendo que es mi responsabilidad cumplir con las tareas y obligaciones contenidas en el manual (Team Member Handbook) y de todas sus revisiones o modificaciones.

Condiciones del empleo.

Maid Brigade se reserva el derecho de interpretar, cambiar, rescindir o apartarse del manual del empleado (Team Member Handbook) en forma total o parcial, con o sin aviso a su propia discreción. Entiendo y estoy de acuerdo con que el manual del empleado(Team Member Handbook)no es intencionado ni tampoco crea ni consituye un contrato de empleo o de ninnguna otra clase ,expreso o implícito , entre Maid Brigade y mi persona.. Entiendo que Maid Brigade espera que cada relación laboral sea feliz, productiva y duradera. Sin embargo los empleados mantienen su libertad para renunciar a su empleo en cualquier momento con o sin razón , con o sin aviso previo.

De la misma manera Maid Brigade retiene el derecho de terminar mi trabajo en cualquier momento , con o sin causa o aviso previo y con o sin procedimientos disciplinarios formales o informales. Tengo claro que no estoy empleado por un tiempo específico o determinado y que sirvo como un empleado a voluntad con Maid Brigade. Nadie puede alterar mi estado de empleado a voluntad o modificar mi contratacion en sentido contrario al enunciado, con la excepcion del empleador y por escrito.

He iniciado mi relación laboral con Maid Brigade de forma completamente voluntaria. No me ha sido prometido empleo por ningún lapso específico de tiempo por parte de mi empleador ni por ningún otro empleado, tampoco me ha sido prometido por ningún empleado o el empleador que mi empleo solo pueda ser terminado con causa justa.

Pruebas de Alcohol y Drogas

Entiendo que como condición para empleo y para la continuidad del mismo. Puede serme requerido a entregar muestras de sustancias corporales con el propósito de efectuar pruebas de consumo de alcohol y drogas. Voluntariamente acepto entregar dichas muestras a solicitud de el empleador Maid Brigade.

Recibo de propiedades o equipo de Maid Brigade.

Tengo claro que he recibido o puedo recibir propiedades y equipo de la empresa. Acepto

regresar todas esas propiedades o equipos de inmediato al terminarse mi contratacion. En el evento en que falle en retornar algo a Maid Brigade al terminarse mi contratación laboral, autorizo a Maid Brigade que deduzca de mi pago final el costo razonable de reposición de la propiedad o equipo que yo haya recibido durante el tiempo de mi empleo.

Sistemas de comunicación telefónica, electrónica y vía e-mail.

Entiendo que todos los sistemas de comunicación de datos y toda la informacion transmitida y recibida o grabada en esos sistemas son de propiedad exclusiva de Maid Brigade. Tambien entiendo que estos sistemas deben ser usados unicamente para asuntos relacionados con el trabajo y por lo tanto no espero tener privacidad en conexión con el uso de esos equipos o con la transmisión, recibo o procesamiento de la información en esos equipos.

Acepto no usar códigos, ver nigrun archivo o retirar ninguna comunicación a menos que sea especificamente autorizado para hacerlo. Entiendo y acepto que Maid Brigade pueda acceder o monitorear el uso que yo le de a ese equipo a su discreción. Ese monitoreo puede incluir imprimir y leer correo electronico (e-mail) y cualquier información electrónica que transmita, reciba o acumule dichos sistemas.

Fecha 12/20/02 Firma del empleado VIRGINIA PEREZ

H. Acuerdo Alternativo De Resolución de Disputas

- I. En el evento en el cual yo crea que Maid Brigade ha violado alguno de mis derechos legales derivados de mi empleo , o de la terminacion del mismo , Estoy de acuerdo con someter todas y cada una de las disputas a arbitramiento y a no presentar demandas legales alegando la violación de mis derechos. El arbitramiento será conducido de acuerdo con las reglas y procedimientos provistos en este acuerdo y a las reglas de la "American Arbitration Association" si no estan en conflicto con este acuerdo. Yo entiendo y estoy de acuerdo con que en cualquier procedimiento de arbitramiento, el arbitro tendrá en cuenta siempre de que mi empleo con Maid Brigade esta basado en el principio voluntario y por lo cual puedo ser despedido en cualquier momento, por cualquier razón y sin aviso previo. Tambien entiendo que el arbitro llegara a una decisión basado en estos mismos principios.
- II. Las clases de disputas cobijadas por esta politica incluyen, pero estan limitadas a las siguientes:
- A. Reclamaciones por discriminacion laboral , incluyendo reclamos basados en la raza, género, orientación sexual, color, nacionalidad de origen, religion, incapacidad,condicion médica o fisica, edad, conducta fuera del empleo, estado marital, o cualquiera otra protegida por las leyes Federales o Estatales, asi como violaciones a cualquier ley federal o estatal, incluyendo el acto de seguridad de ingreso del pensionado" Employee Retirement Income Security Act (ERISA)"
- B. Reclamaciones de la ley civil, contractual; y
- C.Reclamaciones por compensacion laboral
- III. Este procedimiento sera usado por el empleado solo en el caso de que todos los procedimientos de manejo de la querella hayan sido agotado sin solución satisfactoria para el empleado.
- IV. Esta política incluye el fuero exclusivo para solucion de la disputa y es supuesto a ser final y aceptado por todas las partes involucradas.

Fecha 12/20/02 Firma del empleado: VIRGINIA PEREZ

J. Descripción Laboral

Califica para empleo con Maid Brigade Services:

Nota al aspirante:

Esta información ha sido adaptada de los lineamientos establecidos por el Departamento de trabajo " U.S. Department of Labor" ,y puede ser usado para asegurar la seguridad y la productividad requerida ayudando a que coincidan de la manera más precisa las calificaciones del empleado con la descripción laboral.

Trabajador domestico ("Houseworker") 301.474-010:

Desempeña cualquier combinación de las siguientes tareas para mantener casas privadas limpias y en orden. Limpiar muebles, pisos y ventanas usando aspiradoras, traperos, escobas, trapos y soluciones para limpiar, cambiar los tendidos en las camas.

Equipo de limpieza:

Como miembro de un equipo de trabajo , el empleado viajara entre casas o pequeñas propiedades comerciales para proveer los servicios como miembro de ese equipo.

Ambiente Laboral:

La mayoría del trabajo se desarrolla en las casas de los clientes. La temperatura y la humedad no pueden ser controladas y pueden variar ampliamente. El empleado debe ser capaz de trabajar en un ambiente empolvado y en donde el polvo y los pelos de animales domesticos estarán presentes.

Funciones esenciales del trabajo:

Debe ser capaz de levantar y cargar 25 libras ascendiendo y descendiendo escaleras

Debe poseer manejo adiestrado de ambas manos.

Este es un trabajo delicado que requiere correcta visión, buen oído, poder ascender, poseer buen balance , detenerse, arrodillarse, alcanzar objetos y levantarlos.

Espectativas de desempeño:

Debe mantener un puntaje de calidad sobre 2.5.

Debe tener un registro de asistencia que no muestre más de 2 ausencias justificadas o no durante 3 meses.

Debe mantener una Buena actitud hacia los clientes, sus compañeros y las directivas de la empresa.

Debe mantener un record intachable de honestidad e integridad.

Debe trabajar bien con otros y colaborar en equipo.

Debe estar familiarizado con las políticas y reglamentos de Maid Brigade y seguirlas.

Entiendo la descripción laboral y las funciones básicas que se mencionan arriba . Y tambien entiendo que todas las tareas no han sido descritas en su totalidad y que desempeñare estas mencionadas y otras relacionadas según sean instruidas por mi supervisor o por las directivas.

Fecha 12/20/12 Firma del Empleado

VIRGINIA PEREZ

D. Uniform Policy

Proper uniform must be worn at all times during Maid Brigade's business hours.

The following describes our Maid Brigade-approved uniform:

- Polo shirt with logo - white or navy
- Cotton or polyester/cotton pants - khaki or navy - or -
- Cotton or polyester/cotton shorts or culottes - khaki or navy - must be full-fitting, tasteful and knee-length
- Cobbler smock - khaki or navy - or -
- Carpenters apron - khaki or navy - or -
- Oxford smock - (polo shirt not required)
- Soft-soled, closed toe shoes
- No type of head attire other than the approved Maid Brigade caps

I understand my uniform is under my care, and must be clean and washed daily.

Upon resignation or termination of my employment, I understand I will not receive my final paycheck until all uniforms have been returned in good condition. I authorize Maid Brigade to deduct the cost of the uniforms from my final pay if I am unable to return them in good condition.

If I fail to wear a Maid Brigade-approved uniform, the following progressive actions will be taken:

- First Offense - sent home and/or verbal warning. I will be issued a loaner uniform for the day at a cost of \$2.00 (subject to availability).
- Second Offense - sent home and/or written warning. I will be issued a loaner uniform for the day at a cost of \$2.00 (subject to availability).
- Third Offense - 2 days suspension, without pay.
- Fourth Offense - termination

My signature below acknowledges my understanding of the Maid Brigade Uniform Policy.

Pants: <u>3</u>	Size: <u>8</u>	Issued: _____
Shirts: <u>4</u>	Size: <u>5</u>	Issued: _____
Aprons: <u>2</u>	Size: <u>3</u>	Issued: _____

Date 12/20/02 Employee's Name VIRGINIA PEREZ
Employee's Signature VIRGINIA PEREZ

E. Percentage Pay System

Hourly Rate Per Team	\$34	\$68	\$102
Persons Per Team	1	2	3
Supervisor	35%	18.50%	14.00%
Coordinator	34%	17.50%	13%
Maid	33%	16.5%	12%

Average Hourly Wages

Supervisor = \$9.75 - \$10.50, Coordinator = \$9.25 - \$9.45, Maid = \$8.50 - \$9.25

Minimum Guarantee Pay

The purpose of the guarantee is to ensure that you do not suffer if we happen to have a slow week. You will normally make more than the guarantee if you are here every day. We guarantee 30 hours @ \$8.00/hour, or \$240.00 per week (Coordinator and Supervisor), \$7.50/hour, or \$225.00 per week (Maid) if you are here all 5 working days. There is no daily minimum.

Eligibility for Minimum Guarantee

You must be at work everyday, on time, by 8:00 AM, Monday through Friday, in uniform, prepared to work.

How It Works

Each day the team completes a Route Log of the houses cleaned. The Route Log is entered into the computer that calculates the pay based on the above percentages.

Each Friday, you will receive, with your paycheck, a report that lists the houses you cleaned and the amount you are paid.

Absences

We have a very strict policy on calling in if you're unable to come to work. You must call us at 415-459-4992 no later than 7AM. Failure to contact us by this deadline may result in termination of your position with Maid Brigade.

Giving Sufficient Notice

Because of the high cost of replacing employees, we have a policy that all employees must give two (2) week's notice of intentions to quit their job. If these requirements are not met, all remaining pay will be figured hourly at the Federal minimum wage (\$6.75 per hour for 2002).

I have read and understand the pay system under Maid Brigade's guidelines.

Employee's Name (Print & Signature)

VIRGINIA PRAEZ

Date 12/20/02

A. Non-Compete Agreement (must be customized for your State)

AGREEMENT made this ____ day of ____, 20__ by and between ____ Corporation Name ____
 with its principal address at ____ City ____, State ____, Zip Code ____, (EMPLOYER),

AND

Name ____ of ____ Address ____ ("EMPLOYEE");

WITNESSETH:

WHEREAS, EMPLOYEE, an employee of EMPLOYER, is employed as a team member with duties and responsibilities of checking equipment, loading supplies and cleaning customer homes; and,

WHEREAS, EMPLOYEE acknowledges that EMPLOYER'S business and list of EMPLOYER'S customers and mailing lists are a valuable, special and unique asset of EMPLOYER'S business; and,

WHEREAS, EMPLOYER would be irreparably injured and the value of the business assets of said business would be irreparably damaged if EMPLOYEE were to disclose any of the confidential information concerning said business, or if EMPLOYEE were to enter into any business activity in competition with EMPLOYER while employed or after termination of employment with EMPLOYER; and,

WHEREAS, it is the desire of EMPLOYER to restrict EMPLOYEE from competing with or becoming interested in any competitor of EMPLOYER.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter provided, and intending to be legally bound hereby, EMPLOYER and EMPLOYEE hereby covenant, promise and agree as follows:

I**NONCOMPETITION****A. EMPLOYEE agrees that:**

1. During EMPLOYEE'S term of employment with EMPLOYER, EMPLOYEE will not compete in any way with EMPLOYER, and will not have any interest in any business, person, or other entity, as an employee, officer, consultant or otherwise, which provides similar services or which competes with EMPLOYER, in any aspect of the business of EMPLOYER.
2. During the period of two (2) years following termination of employment with EMPLOYER, EMPLOYEE will not compete in any way with EMPLOYER, and will not have any interest in any business, person, or other entity, whether as employee, officer, or otherwise, which provides similar services or which competes in any aspect of the business of EMPLOYER, at any location within fifty (50) miles of any geographical area designed by EMPLOYER'S client area.

B. EMPLOYEE hereby represents that she/he has read and fully understands her duties and obligations as set forth herein and that such duties and obligations would not restrict her legitimate efforts to earn a livelihood following termination of her employment with EMPLOYER.

II**TERMINATION OF EMPLOYMENT**

A. If EMPLOYER terminates EMPLOYEE with or without cause, the termination shall not affect the covenants and representations of EMPLOYEE under this Agreement. Therefore, EMPLOYEE will be bound by the terms and conditions of this Agreement upon termination of employment.

B. If EMPLOYEE terminates her employment with or without cause from EMPLOYER, the termination of employment shall not in any way affect the covenants and representations of EMPLOYEE under this Agreement.

III

MISCELLANEOUS

A. This Agreement shall be binding upon the EMPLOYEE, her heirs and legal representatives and shall be binding upon and inure to the benefit of EMPLOYER, its successors and assigns.

B. This Agreement Shall be governed by the laws of the _____ State _____.

C. Any notices required or permitted by this Agreement shall be sent by EMPLOYER by certified mail, postage prepaid, to EMPLOYEE'S then-current residential address as shown in the employment records of EMPLOYER and if sent by the EMPLOYEE by certified mail, postage prepaid, to the offices of EMPLOYER.

D. The waiver by EMPLOYER of a breach by EMPLOYEE of any provision or covenant of this Agreement shall not operate or be construed as a waiver of any subsequent breach by EMPLOYER.

E. The captions of the paragraphs and provisions of this Agreement are for convenience only and shall not affect the meaning of this Agreement or any of the provisions hereof.

This Agreement constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter and may be amended only in writing signed by each of the parties hereto. All prior discussions or agreements with respect to said subject matter are superseded by this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first above written.

Date _____ Employee's Signature _____

D. Uniform Policy

Proper uniform must be worn at all times during Maid Brigade's business hours.

The following describes our Maid Brigade-approved uniform:

- Polo shirt with logo - white or navy
- Cotton or polyester/cotton pants - khaki or navy - or -
- Cotton or polyester/cotton shorts or culottes - khaki or navy - must be full-fitting, tasteful and knee-length
- Cobbler smock - khaki or navy - or -
- Carpenters apron - khaki or navy - or -
- Oxford smock - (polo shirt not required)
- Soft-soled, closed toe shoes
- No type of head attire other than the approved Maid Brigade caps

I understand my uniform is under my care, and must be clean and washed daily.

Upon resignation or termination of my employment, I understand I will not receive my final paycheck until all uniforms have been returned in good condition. I authorize Maid Brigade to deduct the cost of the uniforms from my final pay if I am unable to return them in good condition.

If I fail to wear a Maid Brigade-approved uniform, the following progressive actions will be taken:

- First Offense - sent home and/or verbal warning. I will be issued a loaner uniform for the day at a cost of \$2.00 (subject to availability).
- Second Offense - sent home and/or written warning. I will be issued a loaner uniform for the day at a cost of \$2.00 (subject to availability).
- Third Offense - 2 days suspension, without pay.
- Fourth Offense - termination

My signature below acknowledges my understanding of the Maid Brigade Uniform Policy.

Date _____ Employee's Signature _____

G. Team Member Handbook Acknowledgment Form

~~(to be given to the Team Member on Orientation Day - this signed form is due back to the Manager within 5 business days of employment)~~

I have received or have access to the Maid Brigade Team Member Handbook. I have read it. I understand its provisions. I have been given an opportunity to discuss any questions or concerns I have concerning the Team Member Handbook with my Manager. I understand that it is my responsibility to comply with the employee duties and obligations contained in the Team Member Handbook and any revisions made to it.

Terms of Employment

Maid Brigade reserves the right to interpret, change, rescind, or depart from the Team Member Handbook in whole, or in part, with or without notice in its sole discretion. I understand and agree that the Team Member Handbook is not intended to, nor does it, create or constitute an employment agreement or contract of any kind, express or implied, between Maid Brigade and me. I understand that Maid Brigade hopes each employment relationship will be a happy, productive and enduring one. Nevertheless, employees remain free to resign their employment at any time for any or no reason, with or without notice. Similarly, Maid Brigade retains the right to terminate my employment at any time, with or without cause or notice and with or without any formal or informal disciplinary procedures. I realize that I am not employed for a specific length of time and that I service as an at-will employee of Maid Brigade. No one can alter my status as an at-will employee or enter into an agreement contrary to the foregoing, except in writing by the employer.

I have entered into my employment relationship with Maid Brigade voluntarily. I have not been promised employment for any length of time by any employee or employer, nor have I been promised by any employee or employer that my employment will or can be terminated only for cause.

Drug and Alcohol Testing

I understand that as a condition of employment and continued employment, I may be required to submit a body substance for the purpose of drug and alcohol testing. I voluntarily agree to provide such a sample at the request of Maid Brigade.

Receipt of Maid Brigade Property and Equipment

I acknowledge that I have or may receive company property or equipment. I agree to return all such property or equipment issued to me immediately upon my termination. In the event I fail to return them to Maid Brigade upon my termination from employment, I authorize Maid Brigade to deduct from my final paycheck the reasonable cost of replacement for Company property or equipment I have received during my employment.

E-Mail and Electronic and Telephone Communications Systems

I understand that all electronic communication systems and all information transmitted by,

received from, or stored in these systems are the property of Maid Brigade. I also understand that these systems are to be used solely for job-related purposes and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information in this equipment.

I agree not to use a code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to Maid Brigade accessing or monitoring my use of this equipment at any time at its discretion. Such monitoring may include printing and reading e-mail and any electronic information entering, leaving, or stored in these systems.

Date _____ Employee's Signature _____

H. Alternative Dispute Resolution Agreement

I. In the event I believe that Maid Brigade has violated any of my legal rights arising out of my employment, or termination thereof, I agree to submit any and all such disputes to binding arbitration and not to file a lawsuit alleging a violation of my legal rights. Arbitration will be handled in accordance with the rules and procedures provided in this Agreement and the rules of the American Arbitration Association, where not in conflict with this Agreement. I understand and agree that in any arbitration proceeding, the arbitrator(s) will rule that my employment with Maid Brigade is "at will" and that I can be dismissed at any time, for any reason without notice. I also understand that the arbitrator(s) will reach a ruling based upon these principles.

II. Categories of disputes covered by this policy include, but are not limited to:

A. Claims of employment discrimination, including claims based on race, gender, sexual orientation, color, national origin, religion, disability, medical or physical condition, age, off-duty conduct, marital status, or any protected status under Federal or State laws, and violations of any Federal or State laws, including the Employee Retirement Income Security Act (ERISA);

B. Common law claims, including contract and tort claims; and

C. Worker's compensation claims.

III. This process may be used by an employee only when the Company's grievance procedure has been exhausted, and the dispute is not resolved to the employee's satisfaction.

IV. This policy includes the exclusive forum for dispute resolution and is intended to be final and binding on all parties.

Date: _____ Employee Signature: _____

J. Job Description

Qualify for employment at Maid Brigade Services:

Applicant Notice:

This information has been adapted from guidelines established by the U.S. Department of Labor, and can be used to assure the safety and productivity required by helping more accurately match employee qualifications and job functions.

Houseworker 301.474-010:

Performs any combination of the following duties to maintain private homes clean and orderly. Cleans furnishings, floors and windows using vacuum cleaner, mops, broom, cloths and cleaning solutions. Changes linens and makes beds.

Team Cleaning:

As a member of a Maid Brigade cleaning team, the employee will travel to homes and or small commercial properties to provide services as a member of a team.

Work Environment:

Most work will be performed in customers' homes. Temperature and humidity cannot be controlled and may vary widely. The employee must be able to work in a dusty environment where common household dust and pet hair are present.

Essential Functions of the Job:

Must be able to lift and carry 25 pounds up and down stairs.

Must have dexterous use of both hands.

This is strenuous work requiring good corrected vision, hearing, climbing, balancing, stooping, kneeling, reaching and lifting.

Performance Expectations:

Must maintain an overall quality score of 2.5.

Must maintain an attendance record of no more than 2 excused or unexcused absences every 3 months.

Must maintain a good attitude toward customers, fellow team members and management.

Must maintain a clean record in terms of honesty and integrity.

Must work well with others and be a team player.

Must be familiar with and adhere to all Maid Brigade rules and policies.

I understand the description of the job and the essential functions, as given above. I also understand that all of the duties are not described above and that I will perform those above and other related duties as directed by my supervisor and management.

Date _____ Employee's Signature _____

Patrick Macias

From: "Patrick Macias" <pmacias@rflawllp.com>
To: "Alan Harris" <aharris@harrisandruble.com>
Cc: "Bruce Abbott" <bruceabbott@sbcglobal.net>; "Dave Zelenski" <dzelenski@harrisandruble.com>;
"Sarah N. Leger" <sleger@rflawllp.com>; "Daniel Shea" <daniel.shea@nelsonmullins.com>;
"David S Harris" <dsh@northbaylawgroup.com>
Sent: Thursday, August 09, 2007 4:16 PM
Subject: Re: Perez v. Maid Brigade: Documents Served Yesterday

Alan:

I have been in contact with Daniel Shea, whose direct dial contact info is below. They will have local counsel and will be moving to appear *pro hac vice*.

Nelson Mullins Riley & Scarborough LLP
999 Peachtree Street, NE, Suite 1400
Atlanta, GA 30309-3964
Tel: 404.817.6229 Fax: 404.817.6050
www.nelsonmullins.com

By the way, I looked at *Albertsons*, and as I suspected, its rationale seems to limit its application to Collective Bargaining cases. It cites *Kuehner*, 84 Fed3d 316, which seems rather to support our position that this matter is arbitrable.

Patrick

----- Original Message -----

From: Alan Harris
To: Patrick Macias ; Dave Zelenski
Cc: David S Harris ; Bruce Abbott ; Sarah N. Leger
Sent: Thursday, August 09, 2007 3:57 PM
Subject: RE: Perez v. Maid Brigade: Documents Served Yesterday

We had thought you represented Maid Brigade, Inc. I now grasp that you do not. Who does? We have some procedural orders to send to that firm.

Alan Harris
HARRIS & RUBLE
5455 Wilshire Blvd., Suite 1800
Los Angeles, CA 90036
Tel: 323.931.3777
Fax: 323.931.3366
Cell: 312.543.0967
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8/13/2007

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From: Patrick Macias [mailto:pmacias@rflawllp.com]
Sent: Wednesday, August 08, 2007 11:13 AM
To: Dave Zelenski
Cc: David S Harris; Alan Harris; Bruce Abbott; Sarah N. Leger
Subject: Re: Perez v. Maid Brigade: Documents Served Yesterday

Thanks David. Can you fax or scan a copy for me?

By the way, please include my partner Sarah Leger on emails, and please ask Alan to do so as well.

Patrick

----- Original Message -----

From: Dave Zelenski
To: pmacias@rflawllp.com
Sent: Wednesday, August 08, 2007 10:54 AM
Subject: Perez v. Maid Brigade: Documents Served Yesterday

Patrick:

Just so you know: I'm one of the associates working on the Perez matter, and, because I had not seen your e-mail to David Harris confirming that you were representing BMJ, I served today a Notice of Re-Assignment on BMJ's Registered Agent via USPS. (In other words, I'm not trying to annoy BMJ's Registered Agent.)

Dave Zelenski
HARRIS & RUBLE
5455 Wilshire Boulevard
Suite 1800
Los Angeles, CA 90036
323.931.3777 Tel.
323.931.3366 Fax
www.harrisandruble.com

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